

UNITED STATES DISTRICT COURT, <sup>FILED</sup>  
FOR THE DISTRICT OF MASSACHUSETTS <sup>CLERK'S OFFICE</sup>

MARK LATINA

Plaintiff,

v.

TRIDENT PARTNERS, LTD.

Defendant.

Civil Action No.

05-10225 RWZ

RECEIPT # 18493  
 AMOUNT \$ 50.00  
 SUMMONS ISSUED 1  
 LOCAL RULE 4.1 1  
 WAIVER FORM 1  
 MCF ISSUED 1  
 BY DPTY. CLK MS  
 DATE 2/10/05

COMPLAINT TO CONFIRM ARBITRATION AWARD

MAGISTRATE JUDGE Dee M. T. J.

INTRODUCTION

Mark Latina (“Latina” or “Plaintiff”) brings this action against Trident Partners, Ltd. (“Trident” or “Defendant”), to confirm an arbitration award that was rendered against the Defendant on February 1, 2005 pursuant to an arbitration conducted by a Panel of Arbitrators (the “Panel”) of the National Association of Securities Dealers Dispute Resolution, Inc. (“NASD”) sitting in Boston, Massachusetts. Latina hereby files this Complaint to Confirm Arbitration Award Pursuant to NASD Code of Arbitration Procedure § 10330(a) and Section 9 of the American Arbitration Act, 9 U.S.C. § 9.

PARTIES

1. Plaintiff, Mark Latina is a is an individual with the last and usual address of 160 Colonial Avenue, North Andover, Massachusetts. Latina is a customer of Trident Partners within the meaning of NASD Rule 10301 of the Code of Arbitration Procedure.

2. Defendant Trident Partners, Ltd. is a licensed brokerage firm and member of the National Association of Securities Dealers with its principal place of business at 500 North Broadway, Jericho, New York 11753.

### **JURISDICTION**

3. Jurisdiction is based on 28 USC § 1332(a) as the matter in controversy exceeds the sum or value of Seventy Five Thousand Dollars (\$75,000), exclusive of interest and costs, and is between citizens of different states.

4. The Court has personal jurisdiction over the Defendant in this case as it transacted business in the Commonwealth of Massachusetts, which transactions gave rise to Latina's claims against it. Additionally, Trident submitted to the jurisdiction of the Commonwealth of Massachusetts by submitting to arbitration in Massachusetts.

5. Additionally, this Court has jurisdiction over this matter pursuant to Section 9 of the Federal Arbitration Act, 9 U.S.C. § 9, which provides that where as here, the parties have not specified the court in which judgment shall enter, such application may be made to the United States court in and for the district within which such award is made.

### **BACKGROUND**

6. Pursuant to NASD Rule 10301 of the Code of Arbitration Procedure, Latina filed a Statement of Claim against Trident with NASD demanding arbitration. The Statement of Claim asserted that in connection with Latina's brokerage account with Trident, Trident and its brokers engaged in fraudulent misrepresentations; failure to supervise; charging excess commission and mark-ups; fraudulent inducement; unsuitable trading; unauthorized trading; violation of Massachusetts General Laws c. 93A; negligence; unjust enrichment; breach of contract; and breach of federal securities laws.

7. Pursuant to NASD Rule 10301, as a member of the NASD Trident was required to submit to arbitration of the dispute before the NASD.

8. Pursuant to NASD Rule 10301, both parties executed and submitted to NASD a Uniform Submission Agreement in which the parties agreed to submit the controversy to arbitration before the NASD in accordance with the Constitution, By-Law, Rules, Regulations, and/or Code of Arbitration Procedure of the NASD. A true and accurate copy of the Uniform Submission Agreement of each party is attached hereto as **Exhibit 1**.

9. Pursuant to the Uniform Submission Agreement the parties agreed to abide by any award by the Panel, "that a judgment and any interest due thereon, may be entered upon such award" and agreed to "voluntarily consent to the jurisdiction of any court of competent jurisdiction which may properly enter such judgment." See Exhibit 1.

10. Pursuant to the NASD's dispute rules, Latina's claims were submitted to arbitration before the Panel in Boston, Massachusetts on December 6 and 7, 2004.

11. Pursuant to the Panel's subsequent Order, the parties filed post-hearing briefs on December 29, 2004.

12. On February 1, 2005, the Panel rendered a full and final Award ("Award") on Latina's claim, a true and accurate copy of which is attached hereto as **Exhibit 2**.

13. The Award requires that within thirty (30) days of the Award, Trident pay to Latina the total sum of \$93,269.91 as follows:

- a. \$28,253.70 in compensatory damages;
- b. \$54,805.35 in attorneys' fees; and
- c. \$10,210.86 in expert witness fees.

14. As of the date of the filing of this Complaint, Trident has not paid any amount of the award. Pursuant to Rule 10330(h) of the NASD Code of Arbitration, if the award is not paid within 30 days, Trident must pay post-judgment interest at the legal rate.

15. As of the date of filing of this Complaint, Defendant has not submitted any application to vacate, modify, or correct the arbitrator's award to any court.

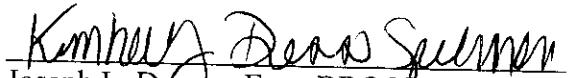
**PRAYER FOR RELIEF**

WHEREFORE, Latina requests that the Court:

1. Enter a judgment confirming the arbitration award attached hereto as **Exhibit 2**;
2. Enter judgment in favor of Latina and against Trident in the amount of \$93,269.91, plus post-judgment interest at the legal rate of 12%;
3. Order Trident to make payment to Latina for his costs and legal fees incurred in confirming the arbitrator's award; and
4. Enter such further relief as this Court deems just and proper.

**MARK LATINA**

By his attorneys,

  
 Joseph L. Demeo, Esq., BBO No. 561254  
 Kimberly Dunn Spelman, BBO No. 645558  
 Demeo & Associates, P.C.  
 One Lewis Wharf  
 Boston, Massachusetts 02110  
 (617) 263-2600

Dated: February 3, 2005

**NASD Dispute Resolution Arbitration  
UNIFORM SUBMISSION AGREEMENT**

**In the Matter of the Arbitration Between**

**Claimant(s)**

Name(s) of Claimant(s)

Mark A. Latina

and

Name(s) of Respondent(s)

Trident Partners, Ltd.

Anthony Koulouris and

Nicholas Tsikitas

1. The undersigned parties hereby submit the present matter in controversy, as set forth in the attached statement of claim, answers, and all related counterclaims and/or third-party claims which may be asserted, to arbitration in accordance with the Constitution, By-Laws, Rules, Regulations, and/or Code of Arbitration Procedure of the sponsoring organization.
2. The undersigned parties hereby state that they have read the procedures and rules of the sponsoring organization relating to arbitration.
3. The undersigned parties agree that in the event a hearing is necessary, such hearing shall be held at a time and place as may be designated by the Director of Arbitration or the arbitrator(s). The undersigned parties further agree and understand that the arbitration will be conducted in accordance with the Constitution, By-Laws, Rules, Regulations, and/or Code of Arbitration Procedure of the sponsoring organization.
4. The undersigned parties further agree to abide by and perform any award(s) rendered pursuant to this Submission Agreement and further agree that a judgment and any interest due thereon, may be entered upon such award(s) and, for these purposes, the undersigned parties hereby voluntarily consent to submit to the jurisdiction of any court of competent jurisdiction which may properly enter such judgment.
5. The parties hereto have signed and acknowledged the foregoing Submission Agreement.

Mark A. Latina

Claimant Name (please print)

Mark A. Latina

Claimant's Signature

12/17/05

Date

Claimant Name (please print)

Claimant's Signature

Date

If needed, copy this page.

## UNIFORM SUBMISSION AGREEMENT

## NASD Dispute Resolution

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In the Matter of the Arbitration BetweenName of Claimant(s)

Mark A. Latina

03-00508

Name of Respondent(s)

Nicholas G. Tsikitas

Anthony Koulouris

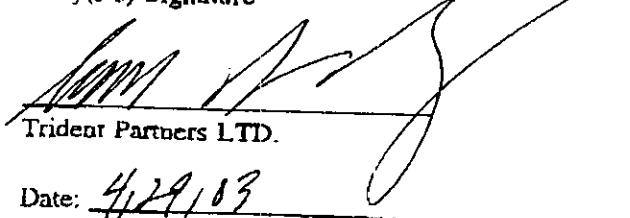
Trident Partners LTD.

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1. The undersigned parties hereby submit the present matter in controversy, as set forth in the attached statement of claim, answers, cross claims and all related counterclaims and/or third party claims which may be asserted, to arbitration in accordance with the Constitution, By-Laws, Rules, Regulations and/or Code of Arbitration Procedure of the sponsoring organization.
2. The undersigned parties hereby state that they have read the procedures and rules of the sponsoring organization relating to arbitration.
3. The undersigned parties agree that in the event a hearing is necessary, such hearing shall be held at a time and place as may be designated by the Director of Arbitration or the arbitrator(s). The undersigned parties further agree and understand that the arbitration will be conducted in accordance with the Constitution, By-Laws, Rules, Regulations and/or NASD Code of Arbitration Procedure of the sponsoring organization.
4. The undersigned parties further agree to abide by and perform any award(s) rendered pursuant to this Submission Agreement and further agree that a judgment and any interest due thereon may be entered upon such award(s) and, for these purposes, the undersigned parties hereby voluntarily consent to submit to the jurisdiction of any court of competent jurisdiction which may properly enter such judgment.

5. IN WITNESS WHEREOF, the parties hereto have signed and acknowledged the foregoing Submission Agreement.

Party(ies) Signature



Trident Partners LTD.

Date: 4/29/03

**LC43A: SUBMISSION AGREEMENT**

re:06/02

CC:

Timothy Mitchelson, Esq., Mark A. Latina  
Dunne & Associates, P.C., 227 Lewis Wharf, Boston, MA 02110

**RECIPIENTS:**

Nicholas G. Tsikitas  
P.O. Box 81, Ashland, NY 12407

Anthony Koulouris  
5 Randolph Drive, Apt. 1, Carle Place, NY 11514

Dennis Gilligan, Trident Partners LTD.  
Trident Partners LTD., 500 North Broadway, Ste. 145A, Jericho, NY 11753

**Award**  
**NASD Dispute Resolution**

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In the Matter of the Arbitration Between:

Mark A. Latina (Claimant) v. Trident Partners, Ltd., Anthony Koulouris, and Nicholas Tsikitas (Respondents)

Case Number: 03-00508

Hearing Site: Boston, Massachusetts

Nature of the Dispute: Customer vs. Member and Associated Persons.

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**REPRESENTATION OF PARTIES**

Claimant Mark A. Latina ("Latina") hereinafter referred to as "Claimant": Joseph L. Demeo, Esq. and Kimberly Dunn Spelman, Esq., previously Timothy M. Mitchelson, Esq., Demeo & Associates, P.C., Boston, MA.

Respondent Trident Partners, Ltd. ("Trident"): Charles M. O'Rourke, Esq., Woodbury, NY. Previously represented by: Eugene L. Small, Esq., Alonso, Andalkar & Kahn, P.C., New York, NY.

Respondent Anthony Koulouris ("Koulouris") did not make an appearance in this matter.

Respondent Nicholas Tsikitas ("Tsikitas") did not make an appearance in this matter.

**CASE INFORMATION**

Statement of Claim filed on or about: January 21, 2003.

Claimant signed the Uniform Submission Agreement: December 17, 2002.

Statement of Answer filed by Respondent Trident on or about: May 1, 2003.

Respondent Trident signed the Uniform Submission Agreement: April 29, 2003.

Respondent Koulouris did not file a Statement of Answer or sign the Uniform Submission Agreement.

Respondent Tsikitas did not file a Statement of Answer or sign the Uniform Submission Agreement.

NASD Dispute Resolution  
 Arbitration No. 03-00508  
Award Page 2 of 5

### CASE SUMMARY

Claimant asserted the following causes of action: fraudulent misrepresentations; failure to supervise; charging excess commissions and mark-ups; fraudulent inducement; unsuitable trading; unauthorized trading; violation of Massachusetts General Laws; negligence; unjust enrichment; breach of contract; and breach of federal securities laws. The causes of action relate to shares of Knight Trading Group ("NITE"), BEA Sys. Inc., General Electric Co., Health Mgmt Assoc. ("HMA"), and Calpine Corp.

Unless specifically admitted in its Answer, Respondent Trident denied the allegations made in the Statement of Claim and asserted various affirmative defenses.

### RELIEF REQUESTED

Claimant requested unspecified compensatory damages; that the Panel awards the consideration paid for the securities, together with interest at 6% from the date of payment; costs and attorneys' fees; damages based on disgorgement of commissions or other profits; special or consequential damages; expert fees and interest, including pre-judgment interest; punitive damages; and such other relief as it deems just and proper.

Respondent Trident requested that the case be dismissed in its entirety; that judgment be rendered in its favor and against Claimant, with all costs, attorneys' fees, expenses, and forum fees to be assessed against Claimant.

### OTHER ISSUES CONSIDERED AND DECIDED

Upon review of the file and the representations made on behalf of the Claimant, the undersigned arbitrators (the "Panel") determined that Respondents Koulouris and Tsikitis have been properly served with the Statement of Claim and that Tsikitis received due notice of the hearing, and that arbitration of the matter would proceed without said Respondents present, in accordance with the NASD Code of Arbitration Procedure (the "Code").

On or about November 19, 2004, Claimant notified NASD Dispute Resolution that he settled his claims with Respondent Tsikitis.

The parties have agreed that the Award in this matter may be executed in counterpart copies or that a handwritten, signed Award may be entered.

### AWARD

After considering the pleadings, and the testimony and evidence presented at the hearing, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

1. Respondent Trident is liable for and shall pay to Claimant \$28, 253.70 in compensatory damages.

NASD Dispute Resolution,  
Arbitration No. 03-00508  
Award Page 3 of 5

2. Respondent Trident Partners is liable for and shall pay to Claimant \$54,805.35 in attorneys' fees and \$10,210.86 in expert witness fees pursuant to Massachusetts General Laws c. 93A.
3. Any and all relief not specifically addressed herein, including punitive damages, is denied.

### FEES

Pursuant to the Code, the following fees are assessed:

#### Filing Fees

NASD Dispute Resolution will retain or collect the non-refundable filing fees for each claim:  
Initial claim filing fee = \$250.00

#### Member Fees

Member fees are assessed to each member firm that is a party in these proceedings or to the member firm that employed the associated persons at the time of the events giving rise to the dispute. Accordingly, Trident Partners, Ltd. is a party.

Member surcharge	= \$1,500.00
Pre-hearing process fee	= \$ 750.00
Hearing process fee	= \$2,200.00

#### Adjournment Fees

Adjournments granted during these proceedings for which fees were assessed:

April 27-29, 2004, adjournment by Claimant	= \$1,000.00
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#### Forum Fees and Assessments

The Panel has assessed forum fees for each session conducted. A session is any meeting between the parties and the arbitrators, including a pre-hearing conference with the arbitrators, that lasts four (4) hours or less. Fees associated with these proceedings are:

One (1) Pre-hearing session with Panel @ \$1,000.00	= \$1,000.00
Pre-hearing conference: October 8, 2003 1 session	

Four (4) Hearing sessions @ \$1,000.00	= \$4,000.00
Hearing Dates: December 6, 2004 2 sessions	

December 7, 2004 2 sessions	
Total Forum Fees	= \$5,000.00

1. The Panel has assessed \$1,250.00 of the forum fees against Claimant.
2. The Panel has assessed \$3,750.00 of the forum fees against Trident.

NASD Dispute Resolution  
Arbitration No. 03-00508  
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Fee Summary

## 1. Claimant is solely liable for:

Initial Filing Fee	= \$ 250.00
Adjournment Fee	= \$1,000.00
<u>Forum Fees</u>	= \$1,250.00
Total Fees	= \$2,500.00
<u>Less payments</u>	= \$1,425.00
Balance Due NASD Dispute Resolution	= \$1,075.00

## 2. Respondent Trident is solely liable for:

Member Fees	= \$4,450.00
<u>Forum Fees</u>	= \$3,750.00
Total Fees	= \$8,200.00
<u>Less payments</u>	= \$4,450.00
Balance Due NASD Dispute Resolution	= \$3,750.00

All balances are payable to NASD Dispute Resolution and are due upon receipt pursuant to Rule 10330(g) of the Code.

NASD Dispute Resolution  
Arbitration No. 03-00508  
Award Page 5 of 5

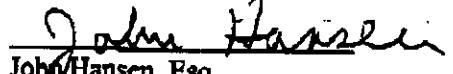
**ARBITRATION PANEL**

John Hansen, Esq.  
Winthrop G. Dow, Jr.  
John Joseph Cotter, J.D.

Public Arbitrator, Presiding Chairperson  
Public Arbitrator  
Non-Public Arbitrator

**Concurring Arbitrators' Signatures**

I, the undersigned arbitrator, do hereby affirm, pursuant to Article 7507 of the Civil Practice Law and Rules, that I am the individual described herein and who executed this instrument which is my award.

  
John Hansen, Esq.  
Public Arbitrator, Presiding Chairperson

1/29/05  
Signature Date

Winthrop G. Dow, Jr.  
Public Arbitrator

Signature Date

John Joseph Cotter, J.D.  
Non-Public Arbitrator

Signature Date

February 1, 2005

Date of Service (For NASD Dispute Resolution use only)

NASD Dispute Resolution  
Arbitration No. 03-00508  
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**ARBITRATION PANEL**

John Hansen, Esq.  
Winthrop G. Dow, Jr.  
John Joseph Cotter, J.D.

Public Arbitrator, Presiding Chairperson  
Public Arbitrator  
Non-Public Arbitrator

**Concurring Arbitrators' Signatures**

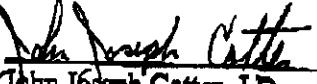
I, the undersigned arbitrator, do hereby affirm, pursuant to Article 7507 of the Civil Practice Law and Rules, that I am the individual described herein and who executed this instrument which is my award.

John Hansen, Esq.  
Public Arbitrator, Presiding Chairperson

Signature Date

Wintrop G. Dow, Jr.  
Public Arbitrator

Signature Date

  
John Joseph Cotter, J.D.

Non-Public Arbitrator

Signature Date

February 1, 2005

Date of Service (For NASD Dispute Resolution use only)



UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS1. TITLE OF CASE (NAME OF FIRST PARTY ON EACH SIDE ONLY) Mark Latina v. Trident Partners, Ltd.

2. CATEGORY IN WHICH THE CASE BELONGS BASED UPON THE NUMBERED NATURE OF SUIT CODE LISTED ON THE CIVIL COVER SHEET. (SEE LOCAL RULE 40.1(A)(1)).

- I. 160, 410, 470, R.23, REGARDLESS OF NATURE OF SUIT.
- II. 195, 368, 400, 440, 441-444, 540, 550, 555, 625, 710, 720, 730, 740, 790, 791, 820\*, 830\*, 840\*, 850, 890, 892-894, 895, 950.
- III. 110, 120, 130, 140, 151, 190, 210, 230, 240, 245, 290, 310, 315, 320, 330, 340, 345, 350, 355, 360, 362, 365, 370, 371, 380, 385, 450, 891.
- IV. 220, 422, 423, 430, 460, 510, 530, 610, 620, 630, 640, 650, 660, 690, 810, 861-865, 870, 871, 875, 900.
- V. 150, 152, 153.

U.S. DISTRICT  
DISTRICT OF\*Also complete AO 120 or AO 121  
for patent, trademark or copyright cases

05 CV 10225 RWZ

3. TITLE AND NUMBER, IF ANY, OF RELATED CASES. (SEE LOCAL RULE 40.1(G)). IF MORE THAN ONE PRIOR RELATED CASE HAS BEEN FILED IN THIS DISTRICT PLEASE INDICATE THE TITLE AND NUMBER OF THE FIRST FILED CASE IN THIS COURT.

4. HAS A PRIOR ACTION BETWEEN THE SAME PARTIES AND BASED ON THE SAME CLAIM EVER BEEN FILED IN THIS COURT?

YES

NO

5. DOES THE COMPLAINT IN THIS CASE QUESTION THE CONSTITUTIONALITY OF AN ACT OF CONGRESS AFFECTING THE PUBLIC INTEREST? (SEE 28 USC §2403)

YES

NO

IF SO, IS THE U.S.A. OR AN OFFICER, AGENT OR EMPLOYEE OF THE U.S. A PARTY?

YES

NO

6. IS THIS CASE REQUIRED TO BE HEARD AND DETERMINED BY A DISTRICT COURT OF THREE JUDGES PURSUANT TO TITLE 28 USC §2284?

YES

NO

7. DO ALL OF THE PARTIES IN THIS ACTION, EXCLUDING GOVERNMENTAL AGENCIES OF THE UNITED STATES AND THE COMMONWEALTH OF MASSACHUSETTS ("GOVERNMENTAL AGENCIES"), RESIDING IN MASSACHUSETTS RESIDE IN THE SAME DIVISION? - (SEE LOCAL RULE 40.1(D)).

YES

NO

A. IF YES, IN WHICH DIVISION DO ALL OF THE NON-GOVERNMENTAL PARTIES RESIDE?

EASTERN DIVISION

CENTRAL DIVISION

WESTERN DIVISION

B. IF NO, IN WHICH DIVISION DO THE MAJORITY OF THE PLAINTIFFS OR THE ONLY PARTIES, EXCLUDING GOVERNMENTAL AGENCIES, RESIDING IN MASSACHUSETTS RESIDE?

EASTERN DIVISION

CENTRAL DIVISION

WESTERN DIVISION

(PLEASE TYPE OR PRINT)

ATTORNEY'S NAME Kimberly Dunn SpelmanADDRESS Demo & Associates, One Lewis Wharf, Boston, MA 02110TELEPHONE NO. 617-263-2600